

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION**

UNITED STATES OF AMERICA,

Plaintiff,

vs.

ROBERT PEARCE,

Defendant.

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CASE NO. 2:13-cv-10545

HON. GERSHWIN A. DRAIN  
MAG. JUDGE DAVID R. GRAND

**CONSENT JUDGMENT**

This matter having come before the Court upon the United States' complaint;  
the parties having reached an agreement; and the Court being duly advised in the  
premises, now therefore

The Court finds:

That Defendant is indebted to the United States for unpaid restitution in  
the amount of \$69,743.13;

That Defendant is currently without assets sufficient to pay the judgment  
in full; and

That it is in the best interest of the parties to enter into an installment  
agreement; now therefore,

**IT IS HEREBY ORDERED that:**

- 1) Judgment shall enter against **Robert Pearce** in the amount of **\$69,743.13**;
- 2) Defendant agrees to pay the sum specified in paragraph 1, in equal monthly installments of **\$100.00** and continuing until the entire obligation has been paid in full; This agreement shall remain in force and effect until such time as the judgment is paid in full;

All payments shall be by check or money order and shall be made payable to the **SOCIAL SECURITY ADMINISTRATION** with the notation:

**“SSA Claim #: XXX-XX-2765D-SSA Recipient: Lenore Pearce.”**

**Payments shall be mailed to:**

**United States Attorney's Office  
211 W. Fort Street -- Suite 2001  
Attn: Financial Litigation Unit  
Detroit, Michigan 48226**

After recording that payment has been received in accordance with this agreement, the U.S. Attorney's Office will forward payments to the *Social Security Administration, Debt Management Section, Attn.: DOJ Refund, P.O. Box 2861, Philadelphia, PA 19211*.

- 3) To the extent that Defendant is entitled to a federal tax refund, said refund shall be subject to the Tax Offset Program;
- 4) Defendant shall submit complete annual financial information pursuant to the request of the United States;
- 5) Defendant shall maintain books and records sufficient to verify all financial information submitted to the United States;
- 6) All payments due hereunder are to be forwarded to the United States in such a manner as to be received by the United States on or before the due date of such payment;
- 7) The payment terms established hereunder are subject to modification upon material changes in Defendant's financial condition;
- 8) In the event that the United States does not receive any payment by close of business on the due date of the payment, due to the actions of the defendant, or does not receive the financial information required by this agreement, the United States may take any action deemed necessary to collect the then outstanding balance due from Defendant;

- 9) In the event the United States does not receive any payment by the close of business on the due date of the payment, due to the actions of the defendant, then in addition to the remedies provided in paragraph 10, interest at the standard federal judgment rate then in effect shall begin to accrue on the outstanding balance due on the debt;
- 10) In the event that Defendant's place of employment changes or Defendant's residence changes, then Defendant shall notify the United States of such change within five days of the change of employment or change of residence;
- 11) As long as Defendant is in compliance with all the terms of this agreement, the United States shall not garnish Defendant's wages or bank accounts.

Dated February 11, 2013

/s/Gershwin A Drain  
United States District Judge

#### **STIPULATION**

The undersigned parties hereby stipulate to the entry of the above-stated order.

BARBARA L. McQUADE  
United States Attorney

s/Jacqueline M. Hotz  
JACQUELINE M. HOTZ (P35219)  
Assistant U.S. Attorney  
211 W. Fort St., Suite 2001  
Detroit, Michigan 48226  
[Jackie.Hotz@usdoj.gov](mailto:Jackie.Hotz@usdoj.gov)  
Tel. No. (313) 226-9108

Robert Pearce (w/consent)  
ROBERT PEARCE  
Defendant

- 9) In the event the United States does not receive any payment by the close of business on the due date of the payment, due to the actions of the defendant, then in addition to the remedies provided in paragraph 10, interest at the standard federal judgment rate then in effect shall begin to accrue on the outstanding balance due on the debt;
- 10) In the event that Defendant's place of employment changes or Defendant's residence changes, then Defendant shall notify the United States of such change within five days of the change of employment or change of residence;
- 11) As long as Defendant is in compliance with all the terms of this agreement, the United States shall not garnish Defendant's wages or bank accounts.


\_\_\_\_\_  
Judge

#### STIPULATION

The undersigned parties hereby stipulate to the entry of the above-stated order.

BARBARA L. MCQUADE  
United States Attorney

By: \_\_\_\_\_  
JACQUELINE M. HOTZ (P35219)  
Assistant United States Attorney  
211 W. Fort, Ste. 2001  
Detroit, Michigan 48226  
Tel. No. (313) 226-9108

  
ROBERT PEARCE  
Defendant